

BRAIABC 198

# Agreement

I, Jaunita Reyes as owner and license holder of a B class license 21982 t/a Juanita Grocery located at 2001 18<sup>th</sup> Street NW hereby pledge not to stock or sell any single serve bottles or cans of alcoholic beverages.

I recognize that public drinking and drunkenness is a major problem in our community which erodes the quality of life, impedes the enjoyment of the streets and public space by the bulk of the population, creates litter and broken glass, leads to urination in public space, hinders economic growth, and sets a poor example for the children of the community.

The easy availability of single serve cans and bottles of alcoholic beverages is a significant contributor to the public drinking and drunkenness problem,

I will not stock or sell single serve cans and/or bottles of alcohol. This shall refer to all alcoholic beverages including but not restricted to beer, malt liquor, and wine which are sold in single units and/or which are intended for consumption in a single serving.

This agreement shall be in effect as long as this license remains active even if the license is transferred, sold, or otherwise modified.

Violation of this agreement will be seen as a violation of the terms of the liquor license and will be subject to review by the Alcoholic Beverage Control Division.

Juanita Reyes

Juanita Grocery

Juanita Grocery

I, James Whitman, agree to the terms of this agreement as satisfying the concerns of my protest of the above mentioned license.

James Whitman

1736 Columbia Road Apt 310

Date



### AGREEMENT

This agreement is made this 26th day of April 1999 by the Advisory Neighborhood Commission 2E (ANC) and the Citizens Association of Georgetown (CAG) with Picolo, Inc. t/a Ristorante Picolo (Picolo).

This voluntary agreement shall become a part of and condition to Picolo's alcoholic beverage license.

This agreement is entered into in order to preserve and maintain the peace, order, quiet, safety and cleanliness of the neighborhood.

### 1. Public Sanitation:

#### Presto

- a.) Alamo shall store all trash, refuse and garbage in rodent resistant containers. Such containers shall not obstruct exist from the Alame premises.
- b.) Exterior spaces used in the service of food and beverage shall be cleaned after each days use to remove food and beverage items.
- c.) The Picolo shall provide for regular refuse pick-up or collection.

#### 2. Public Access:

- a.) The seating operated in public space shall be in accordance with District of Columbia laws, regulations and permits. It shall not encroach upon the public space of adjacent properties or restrict the passage of pedestrians by reducing the usable sidewalk to less than that shown on Picolo's public space permit.
- b.) Storage at and the rear use of the Picolo premises shall not encroach upon public access space (i.e. alley) or obstruct access to and from adjacent properties.

## 3. Peace, Order and Quiet:

- a,) Entertainment and speakers for live or recorded music shall be confined to the Picolo premises and shall not be performed or placed on public space. Such entertainment and music shall not be audible in adjacent structures or private space.
- b.) Reasonable care and steps shall be taken by Picolo to assure that its departing patrons neither disturb public quiet after 11:00 PM Monday through Friday and 12:00 AM Friday and Saturday nor damage private property on 31st Street, NW from M Street to South Street.
- c.) The Picolo agrees to not seat customers in its side walk seating under a public space use permit after 10:00 PM and to have cleared such space by 11:00 PM Monday through Thursday and to not use such space after 12:00 AM Friday and Saturday.

### Marketing and Promotional Activities:

- a.) The Picolo shall not place signs, billboards, chalkboards or other marketing devices on public space as required by District of Columbia laws and regulations.
- b.) Leafleting activities are opposed by the Citizens Alliance of Georgetown and precluded in other voluntary agreements entered into by the ANC and CAG. Therefore leaflets shall not be placed on motor vehicles.
- c.) The Picolo at its expense shall clean up discarded leaflets in an area defined by lines drawn from the intersections of Wisconsin and M Street. NW; 31st and N Streets, NW; Thomas Jefferson and M Streets, NW; and 31st and K Streets, NW.
- d.) Such leafleting shall not be so aggressive as to obstruct the passage of pedestrians on the public

e.) The parties agree that if the lifer problem noted in 4. c. and d. continues to be a problem, they will meet in good faith to seek improved clean up activities ar provide for further restrictions on distribution of leaflets.

This agreement is hereby agreed to by the undersigned.

Commissioner

Advisory Neighborhood Commission 2E

Representative

Citizens Association of Georgetown

Picolo, inc.